

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
(READING DIVISION)**

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| In Re: Ann L. Pierce Debtor(s) ----- U.S. Bank National Association, not in its individual capacity but solely in its capacity Creditor/Movant v. Ann L. Pierce Debtor(s) | Chapter: 13 Bankruptcy Case: 19-17288-PMM |
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ORDER APPROVING STIPULATION/CONSENT ORDER

AND NOW, this _____ day of _____, 20__, upon consideration of the
Stipulation between Debtor and U.S. Bank National Association, not in its individual capacity but solely in its
capacity, it is hereby ORDERED and DECREED that the Stipulation is APPROVED and made an Order of the
Court.

BY THE COURT:

UNITED STATES BANKRUPTCY JUDGE

STERN & EISENBERG, PC
1581 MAIN STREET, SUITE 200
THE SHOPS AT VALLEY SQUARE
WARRINGTON, PA 18976
TELEPHONE: (215) 572-8111
FACSIMILE: (215) 572-5025
(COUNSEL FOR MOVANT)

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CONSENT ORDER/STIPULATION
SETTLING MOTION FOR RELIEF FROM AUTOMATIC STAY

AND NOW, this 4th day of May, 2020, upon the Motion of U.S. Bank National Association, not in its individual capacity but solely in its capacity, through its Counsel, Stern & Eisenberg PC, under 11 U.S.C. § 362(d) (and § 1301) for relief from the automatic stay as to Debtor's real property located at *2148 Butler St, Easton, PA 18042* (hereinafter, the "Property"), and the parties agreeing to the entry of the Order settling the Motion for Relief and for cause shown, it is hereby ORDERED AND DECREED as follows:

1. At the date of this Order, Ann L. Pierce (hereinafter, "Debtor") acknowledges that Debtor is due for the following post-petition regular monthly payments from 02/01/2020 as follows:

PAYMENTS:

02/07/2020 04/07/2020 \$978.24 @ 3 MONTHS \$ 2,934.72

SUSPENSE (\$43.52)

COUNSEL FEES/COSTS FOR MOTION AND DISCOVERY \$ 1,781.00

TOTAL POST-PETITION ARREARS ("ARREARS") \$ 4,672.20

2. Debtor shall cure the Arrears as set forth above by paying 1/6 of the Amount beginning 05/01/2020 as follows:

A. \$ 778.70 plus the current monthly payment of \$978.24, totaling \$1,756.94 for 6 months (05/07/2020 through 10/07/2020).

3. Thereafter, Debtor agrees to timely remit each and every subsequent regular monthly mortgage payment directly to Creditor (currently in the amount of \$978.24 per month). In the event the regular monthly payment changes for any reason, then the amount due pursuant to this paragraph shall be adjusted accordingly.

4. Payment(s) due in accordance with this Consent Order/Stipulation shall be due on or before the 7th of each month.
5. Debtor shall make the regular monthly payments required to the Trustee.
6. All payments due to U.S. Bank National Association, not in its individual capacity but solely in its capacity from Debtor are to be made directly to Fay Servicing, LLC PO Box 814609 Dallas, TX 75381-4609, making sure that Creditor's loan number appears on all payments.
7. In the event Debtor fails to make any of the payments set forth hereinabove (or payments for real estate taxes and/or hazard insurance when due) on or before their due dates, U.S. Bank National Association, not in its individual capacity but solely in its capacity and/or Counsel may give Debtor and Debtor's counsel notice of the default.
8. If any such default is not cured within ten (10) days of said notice of the default, upon certification to the court of such default, and request for Order, with a copy to Debtor and Debtor's counsel, U.S. Bank National Association, not in its individual capacity but solely in its capacity shall immediately have relief from the bankruptcy stay, per the form of the attached Order which is made part hereof as Exhibit "A".
9. Debtor shall pay \$100.00 for each Notice of Default issued by U.S. Bank National Association, not in its individual capacity but solely in its capacity as a result of Debtor's failure to make payments in accordance with this Order.
10. The failure by U.S. Bank National Association, not in its individual capacity but solely in its capacity, at any time, to file a Certification of Default upon default by Debtor shall not be construed, nor shall such failure act, as a waiver of any of U.S. Bank National Association, not in its individual capacity but solely in its capacity's rights hereunder.
11. Upon issuance of the aforesaid Order, the parties hereto further agree that U.S. Bank National Association, not in its individual capacity but solely in its capacity (and any assignee/successor-in-interest) may proceed in state court to exercise all rights and remedies available to it as a mortgagee and creditor under state and federal law including, but not limited to, the initiation of and continuation of foreclosure and execution process through sheriff's sale concerning the Property and ejectment thereafter.
12. In the event Debtor converts to a bankruptcy under Chapter 7 of the Bankruptcy Code, Debtor shall pay all pre-petition arrears and post-petition arrears within ten (10) days from the date that the case is converted. If Debtor fails to make payment in accordance with this paragraph then U.S. Bank National Association, not in its individual capacity but solely in its capacity, through Counsel, may file a certification setting forth said failure and U.S. Bank National Association, not in its individual capacity but solely in its capacity shall be granted immediate relief from the automatic stay in the form of Order attached as Exhibit "A".
13. It is further agreed that the 14-day stay provided by Rule 4001(a)(3) is hereby waived. In the event an order granting relief is entered then the requirements of 3002.1 shall NOT apply to U.S. Bank National Association, not in its individual capacity but solely in its capacity.
14. Facsimile signatures shall be as valid as original signatures and this Consent Order/Stipulation may be signed in counterparts.

By signing this Stipulation/Consent Order, Debtor's Counsel represents that Debtor is familiar with and understand the terms of the Stipulation/Consent Order and agree to said terms regardless of whether Debtor has actually signed said stipulation. Seen and agreed by the parties on the date set forth below:

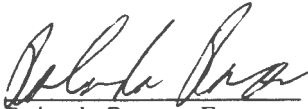
/s/Daniel P. Jones

Daniel P. Jones, Esq.
Stern & Eisenberg, PC
1581 Main Street, Suite 200
The Shops at Valley Square
Warrington, PA 18976
Telephone: (215) 572-8111
djones@sterneisenberg.com
Counsel for Creditor
Date: May 4, 2020



David S. Gellert, Esq.
David S. Gellert PC
1244 W. Hamilton Street
Suite 204
Allentown, PA 18102
(610) 776-7070
Email: dsgatn@rcn.com
Counsel for Debtor(s)

Date: 5/6/2020



Rolando Ramos, Esq.
Chapter 13 Trustee
2901 St. Lawrence Ave.
Suite 100
Reading, PA 19606
(610) 779-1313
rramos@readingch13.com

STERN & EISENBERG, PC
1581 MAIN STREET, SUITE 200
THE SHOPS AT VALLEY SQUARE
WARRINGTON, PA 18976
TELEPHONE: (215) 572-8111
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ORDER GRANTING RELIEF FROM AUTOMATIC STAY AND RELIEF FOLLOWING
CERTIFICATION OF DEFAULT OF CONSENT ORDER/STIPULATION

AND NOW, this _____ day of _____, 2019, upon Motion of U.S. Bank National Association, not in its individual capacity but solely in its capacity (U.S. Bank National Association, not in its individual capacity but solely in its capacity) for relief and a Certification of Default having been filed in accordance with the Consent Order/Stipulation Resolving the Motion, it is hereby ORDERED AND DECREED that Movant, U.S. Bank National Association, not in its individual capacity but solely in its capacity (and any assignee/successor-in-interest) is granted relief from the stay of 11 U.S.C. §362 (and § 1301) to proceed with its mortgage foreclosure action and Sheriff's Sale (and all other rights under state and federal law) concerning the Property: *1416 Westwood Lane, Lower Merion Twp, PA 19096*.

It is ORDERED and DECREED that the 14-day stay pursuant to BKRP 4001(a)(3) is hereby waived and the requirements of Rule 3002.1 shall not apply to Movant.

BY THE COURT

UNITED STATES BANKRUPTCY JUDGE